

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 22	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 11-Apr-2016		4. REQUISITION/PURCHASE REQ. NO. N4446616RC005JX		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAVSUP FLC JACKSONVILLE CONTRACTS DIVISION KATHLEEN MOORMAN BLDG 110 3RD FLOOR NAS JACKSONVILLE FL 32212-0097		CODE N68836		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. N68836-16-T-0122	
				X		9B. DATED (SEE ITEM 11) 28-Mar-2016	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to: 1. Provide Questions and Answers. 2. Revise PWS. 3. Revise FAR Clause 52.212-5. 4. Update Resource Manning Tool All other items remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 08-Apr-2016	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:

QUESTIONS AND ANSWERS

N68836-16-T-0122 QUESTIONS AND ANSWERS

1. Q: What is the approximate number of FTEs and the labor categories for the anticipated work associated with Presolicitation Notice N68836-16-T-0122 for Warehouse Inventory Management Support for the TRIDENT Refit Facility?

A: See the Resource Manning Tool on page 4 of the Solicitation.
2. Q: Will the government sponsor a company for an FCL or allow the HUBZONE prime to partner with an FCL cleared subcontractor?

A: The Trident Refit Facility will not sponsor a facility clearance. All parties must have the appropriate clearance by solicitation close.
3. Q: Our understanding is that a Facility Clearance is required and that all contractors working under this contract require a Confidential clearance which must be adjudicated within the Joint Personnel Adjudication System (JPAS) per the National Industrial Security Program guidelines.

A: Correct.
4. Q: Will Subcontracting be allowed if so stated in our Proposal.

A: Yes. Subcontracting will be allowed. See FAR clause 52.212-5. Reference FAR 52.219-14 has now been selected.
5. Q: Reference Page 4, Service Contract Act. According to the US Department of Labor Wage Determination's On-line Website, the referenced WD, 2005-2115, Revision 17, dated 12/29/2015 has been replaced with WD 15-2115 (Rev.-1) dated 03/15/2016. Please confirm which WD offerors are to use to price the effort.

A: WD 15-2115 (Rev.-1) dated 03/15/2016 will be incorporated instead of WD, 2005-2115, Revision 17, dated 12/29/2015.

6. Q: Reference Page 8, PWS, Paragraph 8.0 WORKING HOURS, 4th line: The Solicitation states “Second shift would be 1500-2330 and third shift would be 2300-0700 (if needed)”.
- a. How many shifts are used to perform the current contract?
 - b. Under what circumstances would the Navy require additional shifts?
 - c. Would the shifts be considered in scope or be addressed through contract modification?

A: There will only be two shifts. All references to 3rd shift have been deleted. See revised PWS.

7. Q: Reference Page 13, PWS, Paragraph 21.0 SAFETY, 2nd to last Sentence: The Solicitation states “The contractor will provide Personnel Protective Equipment that includes steel toed shoes, respirator, goggles, hard hats, etc., as required.”
- a. This statement in the PWS appears to require the offeror to provide specific equipment, but then leaves actual items up to the discretion of the offeror (“as required”). Please clarify specifically what Personnel Protective Equipment is required for each employee assigned to the project.
 - b. If respirators are required, please specify what hazards they are to protect against, so we can ensure we select the correct respirator for the requirement.
 - c. Please confirm that the cost of the Personnel Protective Equipment is to be included as a component of our proposed “Burdened Hourly Rate”, as the Labor Category Table in the pricing portion of the Instructions to Offerors Section does not provide any way to capture other direct costs (ODCs).

A: This is standard language that the Government uses in solicitations. (a) and (b) It is up to the Contractor to read the PWS and determine what is necessary. (c) The Contractor is responsible for pricing the Burdened Hourly Rate.

8. Q: Reference Solicitation 52.212-1 INSTRUCTIONS TO OFFERORS and 52.212-2 EVALUATION, Pages 21-27: The instructions regarding what is to be submitted as per 52.212-1 and how proposals will be evaluated as per 52.212-2 do not appear to be consistent, specifically:
- a. 52.212-1, Section I is the Standard Form of Contract & Price Quote and Section II is the Technical Quote/Non-Price Information. While Section I is clear, Section II is less so and appears to contradict itself on page 22, where the second sentence says the documentation must not contain pricing information, while in Paragraph (b)(6) on the same page requires the “Price and any discount terms”.
 - b. 52.212-1, Page 23, Para (e) Allows the submission of multiple offers – please clarify
 - c. 52.212-2, Page 25, Factor I is the Technical Approach (Not Standard Form of Contract & Price Quote) and Factor 2 is the Price Quote (Not the Technical Quote/Non-Price Information)
 - d. Please revise 52.212-1 and 52.212-2 to clarify proper title of Sections, Submission Requirements, and Evaluation Criteria.

A: (a) On page 22, (a) begins the standard clause language and is not a continuation of Section II Technical Proposals. (b) An Offeror can submit 2 complete offers if they want to. The Government will evaluate them based on the criteria in FAR 52.212-2. (c) No question asked. (d) No. Will remain the same.

9. Q: Reference 52.212-1, Page 23, Para (e): If an offeror wants to submit multiple offers, does the Government want a separate proposal for each offer?

A: See answer 8(b).

10. Q: Service Contract Act, pg.4 Will the government please provide the latest Department of Labor Wage Determination for this locality as an attachment?

A: See answer 5.

11. Q: Para. 3.0, pg. 5 For the references listed, will the government please provide either the material or link to the material referenced, specifically the TRIREFACKBAYINST 5100.1 and 4235.1 references?

A: Available upon award.

12. Q: Para 4.2, pg. 7 The reference alludes to immediate certification situations; please define what these situation are, and how the associated staff would be employed or need to respond.

A: These are situations where information is required after hours. They are usually resolved with a simple phone call lasting less than an hour.

13. Q: Para 6.0, pg. 8 The period listed next to 52.217-8 (01 May 2019 – 31 October 2019 (if exercised) is NOT listed as a CLIN for pricing; is this intended to be priced, or is this for information only?

A: Informational. See 52.212-2(b) on page 27 and 52.217-8 on page 47.

14. Q: Para 8.0, pg 8 How often are third shifts applied?

A: See answer 6.

15. Q: Para 9.0, pg 8 Work requirements detail use of forklifts; are proposed staff required to be certified in forklift operation, and if so please specify the specific licensing/certifications required for current equipment. Additionally, are scissor lifts or other automated warehouse equipment in use that require specialized certifications?

A: All references to forklift use and certification are hereby deleted. See revised PWS.

16. Q: Para 13.1, pg 8 If the work being performed under the contract is UNCLASSIFIED, why is there a requirement for the contractor to have a Confidential clearance, or any clearance requirement other than Public Trust?

A: To access the facility, a CONFIDENTIAL clearance is required.

17. Q: Para 13.3, pg 9 Is the Public Trust eligibility an acceptable clearance level for these positions?

A: No.

18. Q: Para 14.0, pg 11 Is all associated warehouse equipment (forklifts, scissors, pallet jacks, etc.) supplied and maintained by the government?

A: Yes.

19. Q: Para 14.0, pg 12 Are the staff assigned authorized to use government vehicles? If so, please define the process and procedures required for access and use by contractor personnel.

A: No. All references in PWS are hereby deleted. See revised PWS.

20. Q: Para 14.0, pg 12 In relation to contractor use of government vehicles, are there any insurance requirements pertinent to the contractor/staff for this use? Is use of the vehicles restricted to on-base activity, or are staff allowed to use off base (for example, driving to NAS Jacksonville on official business)?

A: See answer 19.

21. Q: Para 23.0, pg 13 The government requests monthly meetings with the COR/QAE for performance reviews; are these meetings to be performed in person on base?

A: The initial meeting will be on site. Monthly meetings afterwards will be via email and phone.

22. Q: Delivery Information, pg 15 The 52.217-8 (01 May 2019 – 31 October 2019) period is not listed as a CLIN or delivery (as referenced in paragraph 6.0); is this a valid period or detail of the contract?

A: Please see FAR clause 52.217-8 on page 47.

23. Q: As a HUBZone/SDVOSB, we have a strong SDVOSB partner that has a current Facility Clearance and all personnel hold individual security clearances. Will our partner's Facility Clearance be acceptable to bid this opportunity while the prime secures a facility clearance (confidential)?

A: See answer 2.

24. Q: What are the security clearance levels or requirements of each employee by wage classification?

A: Confidential.

25. Q: How long has each employee been employed on this or prior contracts supporting this effort? This information is needed to project vacation allowances IAW the Wage Determination and our Pricing methodology.

A: See answer 1.

26. Q: Are all employees subject to the Service Contract Act (SCA), or could the offeror propose salaried positions that meet or exceed the SCA minimums?

A: All current employees are SCA. It is the Offeror's decision on which labor category to propose.

27. Q: What are the historical hours worked for the contract in 2013-2016?

A: See PWS 4.2 for workload data.

28. Q: What is the number of productive work hours per year if length of service seniority is unavailable? (Vacation hours will affect individual productive totals)

A: See answer 1.

29. Q: How many FTEs are required in this contract? Do you need all the FTEs on Day 1 or it is a need based requirement?

A: See answer 1.

The following have been modified:

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT FOR
TRIDENT REFIT FACILITY INVENTORY MANAGEMENT SUPPORT SERVICES
NAVAL SUBMARINE BASE, KINGS BAY, GEORGIA**

1.0 SCOPE: The purpose of this Performance Work Statement (PWS) is to manage and execute the Industrial Process Instruction (IPI) to include storage and warehousing services for the Trident Refit Facility (TRF) Production shops.

2.0 BACKGROUND: The Trident Refit Facility Repair Department executes all hull, mechanical, and electrical work in support of the TRIDENT maintenance plan. This includes maintenance, machinery and electrical

repair, diving services, dry dock and waterfront repairs. The contractor shall provide all services necessary to provide logistic support to the repair department program required by higher authority.

3.0 APPLICABLE DIRECTIVES:

TRIREFACKBAYINST 5100.1	Occupational Safety and Health (OSH) Program
TRIREFACKBAYINST 4235.1	Procedures for Requisitioning Material and Services through the Supply System
NAVSEA 0948-LP-045-7010	Material Control Program
SECNAV M-5216.5	DoN Correspondence Manual
SECNAVINST S-8126.1	DoN NWM
DoDM S-5210.41-M	DoD NWM

3.1 ACRONYMS AND ABBREVIATIONS:

AIS	Automated Information Systems
AQL	Acceptable Quality Level
AWR	Automated Work Request
CIM	Controlled Industrial Material
CLIN	Contract Line Item Number
COR	Contracting Officers Representative
CPARS	Contractor Performance Assessment Reporting System
CSA	Comprehensive Self-Assessment
CSM	Controlled Structural Material
DFWP	Drug Free Workplace
DGR	Designated Government Representative
DoD	Department of Defense
DoDAAC	Department of Defense Activity Address Code
DoN	Department of the Navy
DONCAF	Department of Navy Central Adjudication Facility
DRMO	Defense Reutilization and Marketing Office
e-QIP	Electronic Questionnaires Investigations Processing
FAD	Facility Access Determination
FAR	Federal Acquisition Regulation
FSO	Facility Security Officer
IAW	In accordance with
IGE	Independent Government Estimate
JCN	Job Control Number
JML	Job Material List
JPAS	Joint Personnel Adjudication System
KO	Contracting Officer
LPO	Local Processing Office
MMD	Material Movement Document
MIL-STD	Military Standard
NAC	National Agency Check
NACI	National Agency Check with Inquiries
NACLC	National Agency Check with Local Agency and Credit Check
OPM	Office of Personnel Management
OQE	Objective Quality Evidence
POP	Period of Performance
POV	Private Owned Vehicle
PWS	Performance Work Statement
QCT	Qualification Certification Tracking
SAAR-N	System Authorization Access Request – Navy
TRF	Trident Refit Facility
VAR	Visit Authorization Request

WAWF

Wide Area Workflow

4.0 REQUIREMENTS: The Contractor shall provide material support services at TRF, Kings Bay, GA by performing the functions of receiving, receipt processing, issuing material, inventory management, database entry, and storage/warehousing functions.

4.1 SUPPLY TECHNICIAN SUPPORT: Provide on-site Supply Technician support to the TRF Repair Department.

- Provide on-site support to the repair department, Trident Refit Facility Kings Bay GA.
- Receive material for storage, issue various types of material.
- Provide material and stock location maintenance.
- Load/Unload material from various categories of delivery vehicles.
- Use local database to process all receipts.
- Verify material identification with receipt documentation, report any discrepancies to the Designated Government Representative (DGR). The DGR will vary based on the situation. In some cases it will be the Contracting Officer's Representative (COR).
- Complete storage receipt documentation by annotating quantity received, storage location, signature and date. Forward completed receipt document for receipt processing.
- Issue material to fill requirements or other approved issue documentation, and selecting the requested material and quantity indicated on the document and placing the material in proper area for pick up or delivery to the packing/shipping area, Defense Reutilization and Marketing Office (DRMO), or directly to the requisitioner, as required.
- Check material for visible deterioration and notify the DGR of discrepancies found.
- Process and maintain shelf-life material in accordance with local directives.
- Perform receipt inspection of controlled material, both CIM and CSM, for identification, damage in transit, quantity and condition using existing current instructions.
- Segregate any nonconforming material and return to its source using existing current directives and instructions.
- Deliver CIM and CSM material to the applicable maintenance shop and include all OQE received with the material.
- Ensure material is properly identified and labeled prior to accepting from source. Do not accept material if it not properly identified.
- Segregate the material while it is undergoing receipt inspection using provided signs and/or barriers.
- Identify the JCN either using the MMD, or the document number. If further assistance is required notify the DGR.
- Material designated for QA inspection, discontinue receipt inspection and contact Code 133/93B.
- Physically verify the material conforms to the physical description, dimensions and geometry specified on the JML.
- Maintain stock in a safe, secure, and easily identifiable manner to facilitate accuracy of inventory.
- Support the Government inventory and location audit program by:
 - Notifying the DGR of any condition which would interfere with an accurate inventory.
 - Scheduling work to reduce in-process transactions when inventories are in process in specific storage areas.
 - Controlling all incomplete transactions during an inventory.
 - Immediately correcting errors noted in material locations during physical inventories and location audits.
- Manage the shelf-life program using current directives and instructions.
- Issue to Bearer documents shall be processed and delivered to the customer at the pickup counter.
- Receipts for stock shall be processed using local databases.
- Material for stock shall be verified with the receipt, comparing the quantity, NSN, unit of issue, and condition code.

- After material is properly stored, the location will be annotated on the receipt and the receipt forwarded for filing.
- Submit efficiency improvement suggestions, in writing, to the DGR for consideration.
- Receive PPE material for storage and issue to shop personnel. C108 to provide the PPE material.
- On Calls: Typically answer questions over the phone about Quality Assurance documentation.

4.2: WORKLOAD DATA: At a minimum, the contractor is required to provide on-site supply technical support Monday-Friday, to ensure the requirements in paragraph 4.1 are met. Supply technical workload averages 15 minutes per action and includes receiving material, issuing material, inventory support, verifying quantities of material received, complete shipping documentation and package and crate material for shipment daily in support of the Trident Refit Facility Repair Department. Supply technical workload is estimated at 128 line items of material per day at an average of 16 per hour. Two to three on calls are expected per year to clarify quality assurance information for immediate certification situations.

4.3 SKILLS AND KNOWLEDGE REQUIRED FOR THE POSITION: During performance of this contract, the Contractor shall provide personnel with sufficient skills to accomplish the tasks contained in this PWS. The Government reserves the right to require the Contractor to remove and replace any personnel who provide unsatisfactory performance, demonstrate insufficient knowledge, or possess inadequate skill levels necessary to complete assigned tasks. The skill level of the staff provided shall be current and consistent with new technologies. The Government will not bear the costs of any Contractor training or travel to execute this PWS. Contractor employees must at a minimum:

- Have 5 years' experience working as a Supply Technician within a Government or military office environment
- Be physically capable of performing the duties assigned, considering factors such as strength endurance, agility, and coordination.
- Have at least a High School Diploma
- Be familiar with Navy terminology and acronyms
- Have a good working knowledge of the governing supply systems, programs, policies, nomenclature, work methods, manuals, or other established guidelines
- Have analytical ability to define or recognize the dimension of the problems involved, to collect the necessary data to establish the facts, and take or recommend action based upon application or interpretation of established guidelines.

5.0 PERFORMANCE REQUIREMENTS SUMMARY:

Task or Deliverable	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Performance Measure
Task 4.1	Adhere to requirements specified in paragraphs 4.1 of the PWS	98% (2% error) for every 20 actions completed	Random Inspections/ Customer Surveys or feedback/ Review of work requests	Quality/Timeliness
Prepare and submit reports	Prepare documentation on daily actions as required	100% No errors allowed	100% Inspection of documentation	Quality/Timeliness
Quality Control Plan	Submitted within 5 working days of contract start	100% On time Submission	100% Inspection of documentation	Quality/Timeliness
Monthly Meetings	Attendance	100% Attendance	Verify attendance.	Timeliness
Meeting Reports	Prepare reports	100% On time	100% Inspection of	Quality/Timeliness

	requested during monthly meetings and submit within 2 working days of meeting completion.	Submission	documentation	
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6.0 PERIOD OF PERFORMANCE:

Base Year: 01 May 2016 – 30 April 2017
Option Year 1: 01 May 2017 – 30 April 2018
Option Year 2: 01 May 2018 – 30 April 2019
52.217-8: 01 May 2019 – 31 October 2019 (If Exercised)

7.0 PLACE OF PERFORMANCE: The normal place of performance is:

Trident Refit Facility
990 USS Thomas Jefferson Drive
Naval Submarine Base
Kings Bay, GA 31547
UIC: N44466

8.0 WORKING HOURS: The contractor shall develop personnel work schedules to ensure the tasks described in the PWS are performed. The below information is provided as historical information. It is only to provide insight on existing work schedules: Core hours are 0730-1530, Monday through Friday, excluding legal public holidays. Second shift would be 1500-2330. A typical workday consists of 8 hours. The DGR may adjust hours as required due to operational commitments, but work will not exceed 40 hours per week or involve any work that requires overtime or shift differential pay.

9.0 WORK ENVIRONMENT AND PHYSICAL DEMANDS: Work is normally performed in a maintenance and warehouse environment. There will be brief visits through office areas. Material handling equipment is provided for movement of heavy items. Must completely understand and be physically capable performing all aspects of the tasks described above and capable of working in an outside environment, exposed to heat, dust, and inclement weather. Frequent kneeling, crouching, stooping, and walking are required. Work requires light to moderate physical effort in reaching, bending, and turning.

10.0 REIMBURSABLE TRAVEL EXPENSES: N/A

11.0 NON-PERSONAL SERVICE STATEMENT: Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management shall ensure that employees properly comply with the performance work standards outlined in the PWS. Contractor employees shall perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the contract may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

12.0 EMPLOYMENT OF FEDERAL EMPLOYEES: The contractor shall not employ or enter into a contract with any person to perform work under this contract who is an employee of the United States Government, either military or civilian, unless such person receives approval IAW applicable Federal, and DOD regulations.

13.0 SECURITY REQUIREMENTS:

13.1 Work under this contract is unclassified and the contractor shall have a **Confidential** clearance.

13.2 NAVY COMMERCIAL ACCESS CONTROL SYSTEM (NCACS) STATEMENT:

“Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers, and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy Installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at the vendor’s own cost through a designated independent contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. **The costs incurred to obtain Navy Installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract.** Further information regarding NCACS can be found under “Popular Links” at http://cnic.navy.mil/CNIC_HQ_Site/index.htm”

13.3 Work under this contract requires access to personally identifiable information (PII) and information protected by the Privacy Act of 1974. In addition to the security requirements below, contractors performing work under this contract must meet the following criteria: Per SECNAV M-5510.30, all individuals with access to PII or Privacy Act information must be US Citizens; therefore US Citizenship is a requirement. In all cases contract employees must meet eligibility requirements for a position of trust at a minimum. The contractor shall comply with all applicable DoD security regulations and procedures during the performance of this task order. Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, sensitive but unclassified (SBU) information, classified information, and all government personnel work products that are obtained or generated in the performance of this task order. Contractor employees are required to have National Agency Check, Local Agency Check and Local Credit Check (NACLC) investigation at a minimum in accordance with DoD Instruction 8500.2. Local Agency Check and Local Credit Check must be submitted and results received prior to commencement of work. A security clearance may also be required to perform work under this contract.

AN “UNFAVORABLE” OR “NO DETERMINATION” ADJUDICATION OF THE CONTRACTOR EMPLOYEES INVESTIGATION WILL RESULT IN IMMEDIATE TERMINATION OF ACCESS TO THE WORKSPACE AND RECORDS.

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, SBU information, areas critical to the operations of the command, and/or classified information. Although these contracts may not be classified, contractor employees are required to have obtained a favorably adjudicated National Agency Check with Local Agency and Credit Checks (NACLC) determination at a minimum. The Department of the Navy (DoN) has determined that all DoN Information systems are sensitive regardless of whether the information is classified or unclassified. A contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel accessing DoN Computer systems must undergo investigation for a position of trust to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when determinations for facility access only will be required on the contractor employees. The following addresses those requirements for Security.

NO FOREIGN NATIONAL WILL BE EMPLOYED ON THIS GOVERNMENT CONTRACT.

This clause does not apply to employees hired overseas In accordance with Status of Forces Agreements, Diplomatic (memorandums) of understanding or other Host Nation Agreements. Employees hired under these agreements are subject to local pre-employment checks.

“Each contractor employee shall comply with the HSPD-12 E-Verify Federal Acquisition Regulations FAR Clause 52.222-54 Employment Eligibility Verification”

All contractors, working within DoN Spaces must be entered into the Joint Personnel Adjudication System (JPAS), and then owned by their contracting company facility security officer (FSO). The receiving command Security Manager will then service those individuals in JPAS for tracking and monitoring of their investigation status.

If no previous investigation exists the contractor personnel shall complete the requirement for a NACLCL.

NACLCL's for positions of trust will be processed through the receiving command Security Manager.

Investigative requirements for DoN Contractor personnel requiring access to classified information are managed under the National Industrial Security Program (NISP). Requests for investigation of contractor personnel for security clearance eligibility are processed by the Office of Personnel Management (OPM) and adjudicated by Defense Industrial Security Clearance Office (DISCO). When Sensitive Compartmented Information (SCI) access is at issue, the **Department of the Navy Central Adjudication Facility (DoNCAF)** is the adjudicative authority for all DoN Contractor personnel requiring SCI access eligibility.

The Contractor shall ensure that a complete security package, (SF-85, SF-85P, SF-86 and FD258 2 copies) are submitted to the Command Security Officer receiving the contracted services in order for the Security Officer to conduct a suitability review of the submitted investigative forms.

The Contractor FSO or security representative shall ensure that individuals assigned to the command are U.S. citizens and will ensure completion of the SF-85P or SF-86. The SF-85P or SF-86 along with the original signed release statements and two applicant fingerprint cards (FD 258) will be forwarded to the receiving command Security Manager at least one week prior to reporting for duty.

Personnel cannot be properly processed and provided system access prior to their reporting date without receiving the investigative paperwork one week prior.

For contracts requiring a position of trust the Command Security Officer will submit the forms for a position of trust. For classified contracts the contractor FSO will submit the SF-86 to OPM for processing and eventual adjudication by DISCO.

The completed SF-85P or SF-86 will be reviewed by the receiving command Security Manager for completeness, accuracy and suitability prior to the submission. If the contractor appears suitable after the questionnaire has been reviewed, the request will be forwarded to OPM.

The completed SF-85P or SF-86 along with attachments will be forwarded to the Office of Personnel Management (OPM) who will conduct the NACI investigation or equivalent. All contract personnel will in-process with the receiving command Security Manager and Information Assurance Manager upon arrival to the command and will out-process prior to their departure.

Please note: When processing a Questionnaire for National Security Positions, the applicants can only access the e-QIP system if they have been instructed to do so by an appropriate official at sponsoring agency. Individuals cannot pre-apply for a security clearance, nor update their security questionnaire, unless granted access by an appropriate agency official. The e-QIP software can be accessed at the Office of Personnel Management (OPM) website <http://www.opm.gov/e-qip/index.asp> or <http://www.dss.mil> the contractor shall provide the completed Questionnaire for Public Trust Positions, or Questionnaire for National Security Positions with the original signed release statements and two applicant fingerprint cards (FD 258) to the receiving command Security Manager for suitability determination. The receiving command Security Manager will review the form for completeness, accuracy and suitability issues, and forward to OPM as detailed on the OPM website. Applicants can obtain an SF-86 or SF-85P by visiting the Office of Personnel Management (OPM) website located at: <http://www.opm.gov/forms/html/sf.asp>. The responsibility for providing the fingerprint cards rests with the contractor.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the receiving command Security Manager for the determination in cases where a favorable determination cannot be reached due to the discovery of potentially derogatory information. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to

unclassified but sensitive business information. Determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure. Security clearance requirements are defined in the DD-254 of the basic contract for those contracts that will require employees to handle classified information.

The FSO will ensure that the SAAR-N is forwarded to the receiving command Security Manager for receipt at least one week prior to the start date for the individual.

"ALL AUTHORIZED USERS OF DoD INFORMATION SYSTEMS SHALL RECEIVE INITIAL INFORMATION ASSURANCE IA ORIENTATION AS A CONDITION OF ACCESS AND THEREAFTER MUST COMPLETE ANNUAL IA REFRESHER AWARENESS TRAINING TO MAINTAIN AN ACTIVE USER ACCOUNT."

Pre-employment Clearance Action: Employees requiring access to classified information, upon reporting to their position, will be read into access by the local command security representative. A local classified material handling indoctrination will take place at that time.

The I-9 form lists acceptable forms of identification that can be provided to prove U.S. citizenship. Dual citizens are required to renounce their secondary citizenship in order to work for the U.S. government. Citizenship can be renounced by turning in the foreign national passport to a government security officer for destruction or to the originating embassy of the passport. Individuals should request a signed affidavit from their embassy recognizing the renouncing of their citizenship.

Acceptable Proof of Citizenship

- a. For individuals born in the United States, a birth certificate is the primary and preferred means of citizenship verification. Acceptable certificates must show that the birth record was filed shortly after birth and it must be certified with the registrar's signature. It must bear the raised, impressed, or multicolored seal of the registrar's office. The only exception is if a state or other jurisdiction does not issue such seals as a matter of policy. Uncertified copies of birth certificates are not acceptable. A delayed birth certificate is one created when a record was filed more than one year after the date of birth. Such a certificate is acceptable if it shows that the report of birth was supported by acceptable secondary evidence of birth. Secondary evidence may include: baptismal or circumcision certificates, hospital birth records, or affidavits of persons having personal knowledge about the facts of birth. Other documentary evidence can be early census, school, or family bible records, newspaper files, or insurance papers. All documents submitted as evidence of birth in the U.S. shall be original or certified documents.
- b. If the individual claims citizenship by naturalization, a certificate of naturalization is acceptable proof of citizenship.
- c.. A Passport, current or expired, is acceptable proof of citizenship.
- d. A Record of Military Processing-Armed Forces of the United States (DD Form 1966) is acceptable proof of citizenship, provided it reflects U.S. citizenship.
- e. If Citizenship is from the Island of Puerto Rico; see Puerto Rico Birth Certificates Law 191 of 2009, at web site <http://www.prfaa.com/birthcertificates/>.
- f. If citizenship was acquired by birth abroad to a U.S. citizen parent or parents, the following are acceptable evidence:
 - (1) A Certificate of Citizenship issued by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) or its predecessor organization.
 - (2) A Report of Birth Abroad of a Citizen of the United States of America
 - (3) A Certificate of Birth.

All work is expected to be unclassified or unclassified sensitive data including Personally Identifiable Information (PII). The contractor shall meet all requirements of the Privacy Act; DOD 5239 & 8570 instructions. No requirement exists for the handling of classified data.

14.0 GOVERNMENT EQUIPMENT FURNISHED: The Government will provide adequate working space, all equipment (e.g., desk, chair, computer, drafting equipment, printer, copier, telephone, etc.), utilities, janitorial

services and expendable operating supplies for the duration of this task order. The contractor shall maintain the assigned office space in a neat and orderly manner. Contractor shall only use government-furnished facilities, equipment and supplies to accomplish the tasks required under this order. Personal or company use of phones, utilities, computers, printers, copiers, etc., not directly related to required services is strictly prohibited. Contractor shall not remove any government-furnished equipment or supplies from the worksite without the express written permission of the Contracting Officer's Technical Representative or his/her designated representative.

15.0 CONTRACTOR IDENTIFICATION: Contracting personnel must identify themselves as "contractors" when attending meetings, answering Government telephones, or working in situations where their actions could be construed as official government acts. The Contractor must ensure that their employee(s) display(s) his or her name and the name of the company while in the work area, and include the company's name in his or her email display.

16.0 PERSONNEL COMPLIANCE: The contractor shall ensure that contractor employees observe and comply with all local and higher authority policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, parking, energy conservation, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. When two or more directives or instructions apply, the contractor shall comply with the more stringent of the directives or instructions.

17.0 SMOKING/DRUG/ALCOHOL POLICY: The contractor shall comply with local command smoking policies and workforce requirements. The contractor shall also comply with all Federal statutes, laws, and regulations to implement a Drug Free Workplace Program (DFWP) as well as work force requirements and local command policies.

18.0 PERSONNEL CONDUCT: The selection, assignment, reassignment, transfer, supervision, management, and control of contractor personnel employed to perform tasks specified herein shall be the responsibility of the contractor. The contractor shall be responsible for the performance and conduct of contractor and subcontractor employees at all times. Personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering the installation shall abide by the security regulations listed in the contract and shall be subject to such checks by the Government as deemed necessary. The contractor shall not employ for performance under this contract any person whose employment would result in a conflict of interest with the Government's standards of conduct.

19.0 PERSONNEL REMOVAL: Government rules, regulations, laws, directives, and requirements that are issued during the term of the performance period relating to law and order, installation administration, and security shall be applicable to all contractor employees and representatives who enter the installation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site or installation. Removal of employees does not relieve the contractor from the responsibility for the work defined in this contract. The contractor is expected to provide support services despite personnel removal or other unforeseen condition.

- **Removal by Installation Commander:** The Installation Commander may, at his discretion, bar an individual from the installation under the authority of 18 USC 1382 (1972), for conduct that is determined to be contrary to good order, discipline, or installation security and safety.
- **Removal Requested by COR:** The COR may require the contractor to remove an employee working under this contract for reasons of misconduct or security violations. Contractor employees shall be subject to dismissal from the premises upon determination by the COR that such action is necessary in the interest of the Government.
- **Removal by Military Police:** Contractor employees may be denied entry to or may be removed from the installation by Military Police if it is determined that the employee's presence on the installation may be contrary to good order, discipline, or installation security and safety.
- **Removal for Unsatisfactory Performance:** The government reserves the right to require the Contractor to remove and replace any personnel who provide unsatisfactory performance, demonstrate insufficient knowledge, or possess inadequate skill levels necessary to complete assigned tasks. The skill level of the staff provided shall be current and consistent with new technologies.

20.0 INTERACTION WITH OTHER ACTIVITIES: Government and contractor personnel will be working in common areas during working hours. Contractor performance shall not interfere with Government work in the area where any service or maintenance work is being performed. In the event the contractor believes that Government and other contractor personnel are interfering with the performance of the tasks described in this PWS, the contractor shall notify the COR immediately. The contractor is obligated to continue performance of the effort described in this contract unless there is authorization from the KO or COR to stop work. Failure by the contractor to notify the COR and receive necessary instructions could result in denial of any additional costs incurred in performance of the contract under such conditions. Other Government contractor's may be performing required services in areas that interrelate with the requirements of this contract. The Government will facilitate initial contact between contractor's performing other contracts and this contract. The contractor shall provide all further required coordination between other contractor's for any task specified in this contract that relates to or impacts on any other contracted work.

21.0 SAFETY: The contractor is solely responsible for compliance of all safety regulations of employees while working on government owned facilities. The Contractor shall apply established safety regulations and practices to minimize minor violations and to avoid major violations due to employee error or negligence. All accidents which may arise out of, or in connection with, performance of services required hereunder which result in injury, death, or property damage, shall be reported in writing to the Contracting Officer and cognizant Contracting Officer Representative (COR) within twenty-four hours of such occurrence. Reports shall provide full details of the accident, including statements from witnesses. The fore-going procedures shall also apply to any claim made by a third party against the contractor as a result of any accident that occurs in connection with performance under this contract. The contractor shall take precautions, as required, to ensure accident-free performance while protecting material from damage and loss. Government fire and safety personnel shall have the express right to inspect the contractors operation for safety/fire violations at any time during the term of the contract. All safety/fire violations will be promptly reported to the COR for further actions. The contractor will provide Personnel Protective Equipment that includes steel toed safety shoes, respirator, goggles, hard hats etc. as required. Hazardous material familiarization training will be conducted by TRF personnel.

21.1 DESTRUCTIVE WEATHER PLAN: The contractor shall comply with Emergency Management Plan W/CH-1 & 2 3440.1E series and the Repair Department Destructive Weather Readiness 3440.1C series or other local instructions for actions to be taken during defined weather conditions. Contractor personnel must be knowledgeable of requirements outlined in these instructions and act accordingly upon notification of storm conditions warning from the DGR.

22.0 DELIVERABLES: Management/Quality Control Plan (QCP): The contractor shall ensure quality service is maintained to perform services throughout the life of the contract and methods for improving the overall quality are also employed. Offerors shall therefore prepare and submit a management/quality control plan. The final Government approved plan shall be submitted within five working days of contract start date. The plan shall discuss the Contractor's overall approach and procedures for evaluating each of the major service areas contained in the PWS, communicating with the Government, resolving deficiencies, identifying potential improvements, and managing day to day operations. As part of the management/QCP, the contractor may conduct internal QC inspections. Results of any contractor internal QC inspections and corrective actions taken shall be made available to the Government for review throughout the performance of this PWS. The Government may periodically require the contractor to update/revise the management/QCP to ensure quality service is maintained throughout the life of the contract.

23.0 MEETINGS AND BRIEFINGS: When requested by the COR, the contractor shall attend, participate in and furnish input to scheduled and unscheduled meetings, conferences, and briefings. Frequency may be weekly, monthly, or as otherwise required.

- **Monthly Meetings:** The contractor shall meet with the COR, and the Government Quality Assurance Evaluator (QAE) on a monthly basis to review contract performance. Meetings shall include review and analyses of key process indicators, analyses of process deficiencies, and problem resolution. At these meetings, the COR and the contractor will discuss the contractor's performance as viewed by the Government and problems, if any, being experienced. The contractor shall take appropriate action to

resolve outstanding issues. A mutual effort shall be made by the contractor and COR to resolve any and all problems identified.

- **Meeting Attendees:** Meeting attendees shall include contractor managerial, supervisory, and/or other personnel knowledgeable of the subject matter.
- **Reporting Requirements:** When the contractor is the sole representative on behalf of the Government at meetings or conferences, the contractor shall deliver a related report to the DGR within two working days after meeting completion. The report shall include identifying information, general observations and conclusions or recommended actions, and any additional information, such as handouts.

24.0 GOVERNMENT MANAGEMENT OVERSIGHT: Government management will provide general instructions on limitations and deadlines. Additional instructions will be provided for any unusual assignments or those that vary from established procedures. The contractor's employees will independently carry out the assignments. Completed work will be spot-checked by Government management for adherence to procedures, accuracy and completeness. The government reserves the right to require the Contractor to remove and replace any personnel who provide unsatisfactory performance, demonstrate insufficient knowledge, or possess inadequate skill levels necessary to complete assigned tasks.

25.0 CONTRACTOR MANPOWER REPORTING:

NMCARS 5237.102(90) Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for the performance of services provided under this contract for the Trident Refit Facility, Kings Bay, GA, via a secure data collection site. Contracted services excluded from reporting are based on Product Services Codes (PSCs). The excluded PSCs are:

1. W, Lease/Rental of Equipment;
2. X, Lease/Rental of Facilities;
3. Y, Construction of Structures
4. S, Utilities ONLY;
5. V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address:

<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs from October 1 through September 30. While inputs may be reported any time the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

26.0 TECHNICAL POINT OF CONTACT AND INSPECTION AND ACCEPTANCE: The Contracting Officer's Representative under this Contract and the person responsible for performing inspection and acceptance of the contractor's performance at the destination will be disclosed upon award.

RESOURCE MANNING TOOL

INCUMBENT: English-El Enterprises LLC
31 W Adams St STE 102
Jacksonville, FL 32202-3660
Contract # N68836-16-P-0037

SERVICE CONTRACT ACT: This requirement falls within the scope of the Service Contract Act, FAR Subpart 22.10. Pursuant to Federal Acquisition Regulation (FAR) Clause 52.222-41, Service Contract Act of 1965, as amended, the US Department of Labor Register Number **2015-2115**, Revision No. **1**, dated **03/15/2016**, is incorporated. <http://www.wdol.gov/>

HISTORICAL RESOURCES: The below table illustrates the historical labor mix utilized by the incumbent and is provided only as a tool to assist in establishing resources. The labor categories / mix may not accurately reflect the labor category / mix required under this requirement. It is the contractor's sole responsibility to determine appropriate resources needed to accomplish work required by the PWS.

<u>POSITION</u>	<u># OF PERSONNEL</u>	<u>HIRE DATE</u>
Supply Technician	1	05/01/2014
Supply Technician	1	05/05/2014
Supply Technician	1	12/07/2015
Supply Technician	1	12/07/2015

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XXX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XXX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

____ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

XXX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

xxx (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

XXX (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

XXX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

XXX (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Oct 2015) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

XXX (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

XXX (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

XXX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

XXX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XXX (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

XXX (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

XXX (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

XXX (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

XXX (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XXX (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA--Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

XXX (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XXX (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XXX(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

XXX (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

XXX (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XXX (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

xxx (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

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_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

XXX (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) **XXX (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).**

____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

(End of Summary of Changes)